

THE CALIFORNIA STATE UNIVERSITY  
CONTRACT SERVICES AND PROCUREMENT

# BULLETIN

02-12

June 27, 2002

---

**SUBJECT:** **Spicers Paper Master Enabling Agreement**

---

**VENDOR:** **Spicers Paper**

**AGREEMENT NO.:** **C801726**

**TERM:** **One Year from date of execution**

**DESCRIPTION:** This is a Master Enabling Agreement setting forth the pricing, terms, and conditions for the purchase of various grades of paper stock under which each campus and administrative office of the California State University may participate.

See attached contract for latest pricing

**VENDOR CONTACTS:** **William C. Swisher, Administrative Manager**  
Spicers Paper, Inc.  
30108 Eigenbrodt Way  
Union City, CA 94587  
Phone: 866-774-2377 ext 345.

**CSU CONTACT:** **Stephen C. Smith, Director of Procurement**  
San Francisco State University  
Voice: (415) 338-3879  
Fax: (415) 338-1984  
E-mail: [scsmith@sfsu.edu](mailto:scsmith@sfsu.edu)

To view all Bulletins related to Systemwide equipment, commodity and service contracts visit the CSU Systemwide Contract Store at <http://www.calstate.edu/csp/>. This Bulletin and all Contract Services & Procurement Bulletins can be found at the same site.

Distribution:  
Chief Administrative Business Officers  
Procurement and Support Services Officers

CSP CONTACT: Tom Roberts  
FAX: (562) 951-4969

PHONE: (562) 951-4583  
EMAIL: [troberts@calstate.edu](mailto:troberts@calstate.edu)

CONTRACT NUMBER <b>C101726</b>	AM.NO.
TAXPAYER'S FEDERAL/EMPLOYER IDENTIFICATION NUMBER 52-1595269	

# AGREEMENT

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of March, 2002 in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer hereinafter called the University, and

Spicers Paper, Inc.

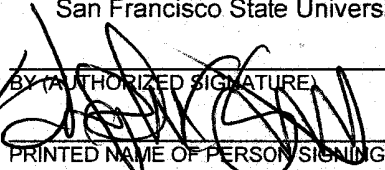
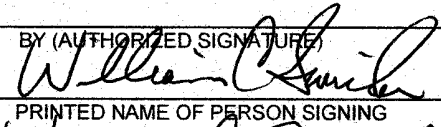
CONTRACTOR NAME  
hereinafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

This Master Enabling Agreement sets forth the pricing, terms, and conditions governing the purchase of various grades of paper stock by participating campuses of the California State University (CSU), the University of California (UC), and California Community College Districts (CCC). Contractor will conform to the requirements of each campus/affiliate with regard to specific ordering procedures which may include, but not be limited to, individual Purchase Orders, blanket orders, Procurement Card orders or campus master agreement. The following documents are appended hereto or are incorporated herein by reference and specifically made a part of this agreement:

- Rider A, General Provisions for Commodity and Service Acquisitions (4 pages)
- Rider B, Contract Pricing as submitted by Contractor on the Bid Form (Revised) received by the University on February 6, 2002 (5 Pages)
- Rider C, Supplemental Terms and Conditions (6 Pages)
- Rider D, Recycled Content Certification Form and Instructions (2 Pages)
- Rider E, CSU Campus Locations (1 Page)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY		CONTRACTOR	
UNIVERSITY San Francisco State University		CONTRACTOR Spicers Paper, Inc.	
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
	4/17/02		3-20-02
PRINTED NAME OF PERSON SIGNING Stephen C. Smith, Director of Procurement		PRINTED NAME OF PERSON SIGNING WILLIAM C. SWISHER	
		ADDRESS 30108 Eigenbrodt Way Union City CA 94587 (800) 832-2311	

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE TITLE)			
\$ 0.00				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM	CHAPTER	STATUTE	FISCAL YEAR
\$ 0.00				
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE)			
\$ 0.00				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and Purpose of the expenditure state above.

T.B.A. NO.	B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER  
Not Applicable

DATE

CONTRACTOR     CSU     ACCOUNTING     DEPARTMENT

## GENERAL PROVISIONS FOR COMMODITY AND SERVICE ACQUISITIONS

Contractor agrees to these General Provisions as well as the other provisions contained in the Contract. In these General Provisions, the Trustees of the California State University are referred to as "CSU" or "University." The terms "bid" and "proposal" are synonymous, as are the terms "Contract" and "agreement." The terms "Bidder", "Proposer", and "Contractor" are also used interchangeably and each shall apply to the business entity which submits a bid/proposal or is awarded a contract.

1. **Preparation of Bids and Proposals:**
  - (a) It shall be bidder's responsibility to examine any drawings, specifications, and instructions.
  - (b) All prices and notations must be word-processed, printed in ink, or typewritten.
  - (c) All bids submitted, including electronic bids, must indicate unit prices for each separate line item quoted in addition to showing the totals. In case of discrepancy between the unit price and the extension set forth for the item, the unit price shall prevail; however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, the amount set forth in the "Extension" column shall be divided by the quantity for the item and the price thus obtained shall be the unit price. In case of discrepancy between the totals shown on the bid form and the actual sum of the item totals, the actual sum of all item totals shall prevail.
  - (d) Brand names: Any reference to brand names and numbers in the bid solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the indicated standards of quality will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the reference brands. Unless the bidder specifies otherwise in the bid, it is understood that the bidder is offering a referenced brand item as specified in the bid solicitation. The University reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references; the University may require a bidder offering a substitute to supply additional descriptive material and a sample.
  - (e) Time of delivery (whether a commodity or a service) is a part of the bid and must be strictly observed. Time, if stated as a number of days, shall mean calendar days.
2. **Submission of Bids:**
  - (a) Whenever the University so designates, bids must be signed and sealed, with the bid number, bidder's name and address, and closing date, on the outside of the envelope.
  - (b) Bids or partial bids, and modifications or corrections thereof received after the closing time specified may not be considered.
3. **Revisions in Bid Solicitation:** In the event a bidder believes that the University's bid solicitation is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the University's procurement office, either by telephone, telegraph, letter, or visit, immediately upon receipt of the bid solicitation, in order that the matter may be fully considered and appropriate action taken by the University prior to the closing time set for bids.
4. **Removal of Names from Bidders' List:** The University may remove the name of any vendor or contractor from its lists of potential bidders whenever the University has received no recent responses to its bid solicitations from that vendor or contractor.
5. **Award of Contracts or Purchase Orders:**
  - (a) Contracts will be made or entered into with (1) the lowest responsible bidder meeting specifications, (2) the bidder with the highest score attained at the end of a competitive evaluation process, or (3) as otherwise specified in the bid solicitation. The University reserves the right to determine the results of the prescribed evaluation process and the awardee.
  - (b) Purchase orders will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the bid solicitation. Where more than one item is specified in the bid solicitation, the University reserves the right to determine the low bidder either on the basis of individual items or on the basis of all items included in the bid solicitation.
  - (b) Unless the bidder specifies otherwise in the submitted bid, the University may accept any portion or group of items or services offered in the bid, or accept none of them at all.
  - (c) The University reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
6. **Discounts, Invoices, and Payments:** In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the University, time will be computed from date of delivery of the commodities as specified, or from date correct invoices are received in the office specified by the University if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the University, date of delivery shall mean the date the supplies, equipment or services are accepted by the University following the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the University warrant or check.
 

The Contractor shall submit invoices to the University for payment of goods and services rendered. Payment shall not be due until the latter of: (a) the date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice. Unless otherwise specified, payment will be made in accordance with Government Code Sections 927 et seq., as applicable.
7. **Document Referencing:** All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply.
8. **Taxes, Fees, Expenses, and Extras:**
  - (a) Articles sold to the University are exempt from certain Federal Excise Taxes. The University will furnish an exemption certificate on request.
  - (b) Unless specified otherwise, prices quoted shall include all required taxes.
  - (c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the University unless expressly included and itemized in the bid.

Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over \$50.

Shipments that are California intrastate in nature and where freight is to be borne by the University shall be tendered to carriers with written instructions that rates and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.

On "FOB Shipping Point" transactions, should any shipments under this Purchase Order or Contract be received by the University in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers by wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packing or loading or some inherent defect in the equipment and/or material, vendor on request of the University shall at vendor's own expense assist the University in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
9. **Governing Law:** All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Contractor shall comply with any State or federal law applicable to Contractor's performance under this Contract. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
10. **Assignments:** Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.
11. **Independent Status:** The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.
12. **Conflict of Interest:**
  - (a) The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contractor is or is not under Contract with the CSU at the time such gain is realized. Any report, survey, or product developed by the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU. Breach of this provision will make the Contract voidable at the Trustees' option, and the Contractor shall be liable for any other damages

- incurred by the CSU as the result of such breach (Education Code, Section 89006).
- (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].
13. **Time:** Time is of the essence of the Contract.
14. **Contract Alterations & Integration:** No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
15. **Commencement of Work:** Work shall not commence under the Contract until a fully executed agreement has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.
16. **Non-Performance by Contractor:** The CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.
17. **General Indemnity:** The Contractor agrees to indemnify, defend and save harmless the University, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.
18. **Appropriation of Funds:**
- (a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the University under the Contract, and relieve the University of any further obligation therefor.
- (b) University agrees that if provision (a) above is involved, commodities shall be returned to the Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. University further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.
19. **Unfair Practices Act:** Bidders shall comply and bids shall be in accordance with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).
20. **Nondiscrimination:**
- A. During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5).
- C. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- D. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.
21. **Violation of Air or Water Pollution Laws:** Unless the Contract is less than \$10,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. If such determination is final, Government Code Section 4481 requires the State Water Resource Control Board and the Air Resources Board to notify State agencies of such persons.
- Prior to an award, the University shall determine whether the intended awardee is a person included in notices from the Boards by reference to notices. No award will be made to a person who is identified either by the published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.
22. **Compliance with NLRB Orders:** In submitting a bid or signing a contract the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.
23. **Examination and Audit:** For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.
24. **Drug-Free Workplace Certification:** By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.
25. **Forced, Convict and Indentured Labor:** Contractor agrees that no foreign-made equipment, materials, or supplies furnished to the State pursuant to this Contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. (Public Contract Code Section 6108).
26. **Contractor Compensation:** The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
27. **DVBE and Small Business Participation:** The State of California supports statewide participation goals of 3% for disabled business enterprises, (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small and Minority Businesses (OSMB) are eligible to receive the preference. The University encourages all contractors to use the services of DVBE and OSMB-certified small business enterprises whenever possible, and to report their use to the University.
28. **Citizenship and Public Benefits:** If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).
29. **Financing of Acquisition:** Bidder shall include within the contents of its bid proposal the best financing alternatives it has to offer the University whenever the bid solicitation expresses the University's desire to consider financing (including third-party possibilities) as an option.
30. **Patent, Copyright, and Trade Secret Indemnity:** A contractor may be required to furnish a bond to the University against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. In addition:
- (a) The Contractor, at its own expense, shall defend any action brought against the University to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the University in any such action. Such defense and payment shall be conditioned on the following:
- (1) That the Contractor shall be notified within a reasonable time in writing by the University of any notice of such claim; and,
- (2) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the University have the option to participate in such action at its own expense.

(b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the University shall permit the Contractor at its option and expense either to procure for the University the right to continue using the product, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such product by the University shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the University in procuring a substitute product. If, in the sole opinion of the University, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the University shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the University has paid Contractor less any reasonable amount for use or damage.

(c) The Contractor shall have no liability to the University under any provision of this paragraph with respect to any claim of patent, copyright or trade secret infringement which is based upon the combination or utilization of the product furnished hereunder with commodities or devices not made nor furnished by the Contractor.

31. Covenant Against Gratuities: The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the University with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the University shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the University in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

32. Rights and Remedies of University for Default:

(a) In the event any item furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therefor, or to the sample submitted by the Contractor with the bid, the University may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith, without expense to the University, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the University shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the University.

(b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the University to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

(c) In the event of the cancellation of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the University in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.

(d) The rights and remedies of the University provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. Assignment of Antitrust Actions: The bidder's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the bidder:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it

will assign to the procurement body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the procurement body pursuant to the bid. Such assignment shall be made and become effective at the time the procurement body tenders final payment to the bidder (Government Code Section 4552).

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553).

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

34. Noncollusion Affidavit: By signing the bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

35. Conflict With Existing Law: The Contractor and the University agree that if any provision of the Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

36. Contractor's Warranty: The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the University hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the University under this Contract.

37. Protests and Disputes: Potential bidders are afforded the opportunity to take exception to or "protest" the specifications and/or requirements of the bid solicitation. Such protests must be conveyed in writing to the University and also be resolved in writing by the University each within the timeframes specified, prior to the scheduled bid submittal deadline. However, any protests of specifications or requirements received after the deadline identified in the bid solicitation shall be considered untimely and shall be rejected. The University's decision on a protest is final.

If, prior to award of a contract, a protest is received in writing within the timeframe specified within the bid solicitation and filed on the grounds that the intended award is not in conformance with the specifications or requirements of the bid solicitation, the contract shall not be awarded until the protest has been withdrawn or a decision has been reached by the University. The University shall review the merits and timeliness of the protest and submit a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The University's decision on a protest is final.

38. Americans With Disabilities Act (ADA) - General Provisions: Contractor assures the University that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

39. Bid Evaluation Preferences: In evaluating bids, the University will give preferences in accordance with the law for suppliers who are a California certified Small Business. If the bidder claims preferences under the Enterprise Zone Act (EZA), Target Area Contract Preference Act (TACPA) and Local Agency Military Base Recovery Area Act (LAMBRA), the bidder must complete and return the appropriate forms incorporated in the solicitation. Preferences may also be given for bidders using recycle products in accordance with Public Contract Code Sections 10408 and 12150-et seq. Where multiple preferences are claimed, the University will verify eligibility for the

preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.

40 Child Support Compliance Act For any contract in excess of \$100,000, the contractor acknowledges in accordance with PUBLIC CONTRACT CODE Section 7110, that:

(a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

(b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

41 Recycling: Contractor hereby certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies offered, or products used in the performance of this contract meet or exceed the minimum percentage of recycled material as defined in Sections 12161 and 12205 of the PUBLIC CONTRACT CODE.

SAN FRANCISCO STATE UNIVERSITY  
DEPARTMENT OF PURCHASING AND CONTRACTS  
BID FORM (REVISED)

The undersigned proposes to furnish all materials, transportation, service and supervision required to supply and deliver the products, commodities, materials and/or supplies specified hereon in accordance with all terms, conditions and requirements contained in the Project Manual prepared by San Francisco State University entitled:

CALIFORNIA STATE UNIVERSITY  
 MASTER ENABLING AGREEMENT  
 PAPER STOCK

This bid includes addenda number(s) 1, 2, \_\_\_\_\_, \_\_\_\_\_

Proposed prices are as follows:

- A. Paper, bond multipurpose (copier-laser-fax-inkjet-offset), white, 20lb, acid free, 30% post consumer recycled content, 84 Brightness, 5000 sheets per case

Brand Proposed: GRAYS HARBOR RECYCLED

1.	<u>8 1/2 x 11</u>	Per Case
	Less than 10 Cases	\$ <u>24.30</u>
	10 - 39 Cases	\$ <u>24.30</u>
	40 - 400 Cases	\$ <u>22.60</u>
	400 - 840 Cases	\$ <u>20.50</u>
	840+ Cases	\$ <u>19.75</u>
2.	<u>8 1/2 x 11, 3-hole punched</u>	Per Case
	Less than 10 Cases	\$ <u>26.20</u>
	10 - 39 Cases	\$ <u>26.20</u>
	40 - 400 Cases	\$ <u>24.25</u>
	400 - 840 Cases	\$ <u>22.10</u>
	840+ Cases	\$ <u>21.35</u>
3.	<u>8 1/2 x 14</u>	Per Case
	Less than 10 Cases	\$ <u>30.35</u>
	10 - 39 Cases	\$ <u>30.35</u>
	40 - 400 Cases	\$ <u>28.35</u>

400 - 840 Cases	\$ <u>26.35</u>
840+ Cases	\$ <u>25.20</u>
4. <u>11 x 17</u>	Per Case
Less than 10 Cases	\$ <u>24.30</u>
10 - 39 Cases	\$ <u>24.30</u>
40 - 400 Cases	\$ <u>22.60</u>
400 - 840 Cases	\$ <u>20.50</u>
840+ Cases	\$ <u>19.75</u>

B. Paper, bond multipurpose (copier-laser-fax-inkjet-offset), white, 20lb, acid free, 30% post consumer recycled content, 86 Brightness, 5000 sheets per case

Brand Proposed: GRAYS HARBOR RECYCLED

1. <u>8 1/2 x 11</u>	Per Case
Less than 10 Cases	\$ <u>26.95</u>
10 - 39 Cases	\$ <u>26.95</u>
40 - 400 Cases	\$ <u>24.95</u>
400 - 840 Cases	\$ <u>22.60</u>
840+ Cases	\$ <u>22.25</u>
2. <u>8 1/2 x 11, 3-hole punched</u>	Per Case
Less than 10 Cases	\$ <u>28.80</u>
10 - 39 Cases	\$ <u>28.80</u>
40 - 400 Cases	\$ <u>26.50</u>
400 - 840 Cases	\$ <u>24.60</u>
840+ Cases	\$ <u>24.00</u>
3. <u>8 1/2 x 14</u>	Per Case
Less than 10 Cases	\$ <u>33.40</u>
10 - 39 Cases	\$ <u>33.40</u>
40 - 400 Cases	\$ <u>30.75</u>
400 - 840 Cases	\$ <u>28.70</u>
840+ Cases	\$ <u>28.50</u>

4.	<u>11 x 17</u>	Per Case
	Less than 10 Cases	\$ <u>26.95</u>
	10 - 39 Cases	\$ <u>26.95</u>
	40 - 400 Cases	\$ <u>24.95</u>
	400 - 840 Cases	\$ <u>22.60</u>
	840+ Cases	\$ <u>22.25</u>

C. Paper, bond multipurpose (copier-laser-fax-inkjet-offset), Colored\*, 20lb, acid free, 30% post consumer recycled content, 5000 sheets per case

Brand Proposed: WORX MP COLORS

\*Colors Available: SEE ATTACHED

1.	<u>8 1/2 x 11</u>	Per Ream
	Less than 1 case	\$ <u>2.86</u>
		Per Case
	Less than 10 Cases	\$ <u>28.60</u>
	10 - 39 Cases	\$ <u>28.00</u>
	40 - 400 Cases	\$ <u>26.00</u>
2.	<u>8 1/2 x 14</u>	Per Ream
	Less than 1 case	\$ <u>3.64</u>
		Per Case
	Less than 10 Cases	\$ <u>36.40</u>
	10 - 39 Cases	\$ <u>36.00</u>
	40 - 400 Cases	\$ <u>34.00</u>

D. Paper, continuous feed computer, singly ply, 20 lb., 30% post consumer recycled content

Brand Proposed: TST IMPRESSO RECYCLED

		Per 1000 sheets
1.	<u>9 1/2 x 11, white, perforated both edges</u>	\$ <u>7.53</u>
2.	<u>14 - 7/8 x 8 1/2 green/blue bar</u>	\$ <u>9.15</u>
3.	<u>14 7/8 x 11 green/blue bar</u>	\$ <u>11.15</u>

E. Additional Office Paper Products

Manufacturer: VARIOUS

List the percentage discount from list to be offered from manufacturer's full line price list for additional writing and fine paper products:

25 % off list

F. Paper, bond multipurpose (copier-laser-fax-inkjet-offset), white, 20lb, acid free, 100% post consumer recycled content, 84 Brightness, 5000 sheets per case

Brand Proposed: GRAYS HARBOR 100

1.	<u>8 1/2 x 11</u>	Per Case
	Less than 10 Cases	\$ <u>35.65</u>
	10 - 39 Cases	\$ <u>35.65</u>
	40 - 400 Cases	\$ <u>31.50</u>
	400 - 840 Cases	\$ <u>30.00</u>
	840+ Cases	\$ <u>29.50</u>
2.	<u>8 1/2 x 14</u>	Per Case
	Less than 10 Cases	\$ <u>45.50</u>
	10 - 39 Cases	\$ <u>45.50</u>
	40 - 400 Cases	\$ <u>45.00</u>
	400 - 840 Cases	\$ <u>44.50</u>
	840+ Cases	\$ <u>44.50</u>

G. Paper, bond multipurpose (copier-laser-fax-inkjet-offset), white, 20lb, acid free, virgin content, 84 Brightness, 5000 sheets per case

Brand Proposed: PRECISION MC

1.	<u>8 1/2 x 11</u>	Per Case
	Less than 10 Cases	\$ <u>23.10</u>
	10 - 39 Cases	\$ <u>23.10</u>
	40 - 400 Cases	\$ <u>20.10</u>
	400 - 840 Cases	\$ <u>19.00</u>
	840+ Cases	\$ <u>18.75</u>

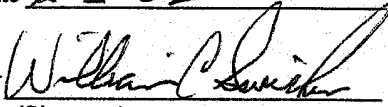
2.	<u>8 1/2 x 14</u>	Per Case
	Less than 10 Cases	\$ <u>28.62</u>
	10 - 39 Cases	\$ <u>28.62</u>
	40 - 400 Cases	\$ <u>25.35</u>
	400 - 840 Cases	\$ <u>25.00</u>
	840+ Cases	\$ <u>24.05</u>

Bidder is an approved Small Business Contractor and is hereby requesting the 5% Small Business Preference.

\_\_\_\_\_ Yes X No

By signing hereunder bidders requesting the 5% preference affirm that Form SSMPAD has been submitted to the Office of Small and Minority Business, Sacramento.

The undersigned bidder hereby submits this bid and agrees to the terms and conditions thereof.

Date 2-5-02  
 BY   
 (Signature)

SPICERS PAPER, INC.  
 (Name of General Bidder)  
WILLIAM C. SWISHER - BID MANAGER  
 (Printed Name and Title of Signatory)

30108 EIGENBROT WAY  
 (Business Address)

UNION CITY CA 94587  
 (City, State Zip)

866-774-2327  
 (Telephone)

800-941-2294  
 (Fax)

WCS@SPICERS.COM  
 (e-mail)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

## SUPPLEMENTAL TERMS AND CONDITIONS

### 1. Products

Products provided under this Agreement shall include: 1) paper stock compatible with high speed copiers, duplicators, fax, laser and inkjet printers, and offset presses; 2) continuous feed plain and green/blue bar computer paper; 3) other writing and fine paper products from contractor's full line catalog.

### 2. Contract Term

The term of this agreement shall be for one year from the date of its execution. CSU reserves the right, at its sole discretion to extend the agreement for up to two additional one year terms. CSU will notify contractor of its intent to extend within 30 calendar days of the expiration of the initial term or extension thereof.

### 3. Contract Scope

This solicitation will result in a Master Enabling Agreement, the pricing, terms and conditions of which will be extended to all participating campuses. As used herein the term "participating campus" is defined to mean the administrative office and all 23 campuses of the California State University System. A list of participating campuses is included herein.

The Agreement that results from this solicitation will also provide for the additional participation of campuses of the Regents of the University of California, (UC) and campuses of the California Community College Districts (CCC) herein collectively referred to as "affiliate institutions". Contractor agrees to extend the discounts, pricing and purchase terms provided herein to affiliate institutions and to recognize them as customers for the purpose of purchasing products under the terms of this Agreement. As customers, affiliate institutions shall receive all of the same benefits, responsibilities and services as provided the CSU under this Agreement with the following understandings:

- a. All contractual administration issues relating to terms and conditions, renewals, amendments, etc. regarding this Agreement shall remain the responsibility of the CSU. Operational issues, including disputes, involving the affiliate institutions shall be administered and resolved by each institution.
- b. The CSU, the UC and the CCC are separate and distinct governmental entities. As such each administrative unit and campus thereof is financially separate and shall be responsible for individual financial commitments. The CSU assumes no fiduciary responsibility for any affiliate institution.

The use of this agreement by either a participating campus or affiliate institution is optional. Said entities shall have the right but not the obligation to purchase products.

4. Dispute Resolution

Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of the CSU for joint resolution. At the request of either party, the CSU shall provide a forum for discussion of the disputed item(s) at which time the Vice Chancellor, Business and Finance (or designated representative) of the CSU shall be available to assist in the resolution by providing advice to both parties regarding the CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Agreement. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Agreement.

5. Termination for Non-Performance

CSU reserves the right to cancel the Agreement(s) either in whole, or in part, for nonperformance should contractor fail to provide a satisfactory level of service, delivery response time, returns, backorders, or any other causes which result in user department dissatisfaction at participating campuses, or if the CSU determines that price revision requests are unduly high or unwarranted. In the event of termination, whether in whole, or in part, contractor agrees to fill all outstanding orders, complete all required reports and meet any other previously established obligations. In instances where participating campuses terminate for nonperformance, CSU may pursue any re-procurement costs, or price increase, resulting from award of a successor agreement for the same items.

6. Non-Endorsement

Contractor shall not issue any news releases or other statements pertaining to the award or servicing of the Agreement, which state or imply CSU endorsement of Contractor's services.

7. Assignment

Without written consent of the CSU, this Agreement is not assignable by Contractor either in whole or in part.

8. Product Standards

All printing and writing papers supplied under this Agreement must meet the State of California requirement of 30% post-consumer recycled content. Contractor will certify the content of products supplied using the Recycled Content Certification form (CIWMB #74)

included herein. Contractor will certify the content of each product to be supplied under this Agreement prior to contract execution. Contractor will upon request by the ordering campus provide to that campus a certification form for any product supplied under this Agreement.

#### 9. Ordering

Authorized staff and/or faculty of participating campuses, including affiliate institutions, may order products included in this Agreement. Contractor will conform to the requirements of each campus/affiliate with regard to specific ordering procedures which may include, but not be limited to, individual Purchase Orders, blanket orders, Procurement Card orders or campus master agreement. In addition:

- A. Minimum order quantity for products identified on the bid form shall be one case. Minimum order quantity for special orders or orders from Contractor's full line catalog shall be in accordance with manufacturer/mill requirements.
- B. Unfilled items and partials shall be indicated on the packing list.
- C. Contractor will notify requestor within one business day following receipt of order if items are out of stock; requestor will have the option to request back-order, substitute with available alternate, or cancel order.
- D. Unilateral product substitutions are not authorized without prior approval of the requesting campus.

#### 10. Taxes

The CSU is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. Participating campuses shall only pay for any State or local sales taxes on the commodities supplied pursuant to this agreement.

#### 11. Shipping

All prices quoted herein and orders placed pursuant to this agreement shall include delivery "FOB Destination" to the location specified by the requesting campus. Orders requiring special handling (e.g. inside or desktop delivery) may be assessed additional delivery charges only with prior authorization of the participating campus.

#### 12. Delivery

Orders shall be delivered as directed by participating campus. Orders will be delivered with forty eight (48) hours following receipt of order, except that "direct mill" orders will be delivered within four (4) days following receipt of order. Alternate delivery schedules

may be made if mutually agreed by the campus Procurement Officer and the Contractor. If delivery is not completed within the time specified and the delivery date has not been extended, the participating campuses may, at their option, purchase the material so ordered from another source, and charge the vendor the difference in cost compared to the amount that would have been paid had the vendor performed under the agreed upon terms and conditions, to include documented re-procurement costs.

13. Invoices and Payments

Invoices shall be submitted, in arrears, to the individual accounts payable offices of the participating campuses, in the format and manner agreed to between the vendor and campus. The Agreement number and Contractor's social security or federal identification number are to be included on each invoice. Payment is due 30 days from the date the commodity is received and accepted or 30 days from the date a correct invoice is received in the office specified, whichever is later. Payment terms shall be 2% 11 days, net thirty (30) days from date invoice is received or delivery date whichever is later.

14. Returns/Exchange of Product

Contractor shall pick up or accept return of unacceptable or defective product/materials even if opened for full credit within 30 days of delivery. Contractor shall promptly credit the account upon return of goods and arrange pick up or shipment of returned material to its facility. No service or restocking charges for returned items are to be invoiced to CSU participants.

15. Manufacturer Warranty

Contractor warrants that all products or supplies furnished as a result of this Master Pricing Agreement shall meet or exceed manufacturer's published specifications and performance standards.

16. Pricing Conditions

Prices proposed herein may decrease but not increase during the initial six-month term of this agreement. Any decrease in mill pricing will automatically be passed through to participating campuses via decreased per case pricing. The contractor may request a review of contract prices for the second six months of the contract term. A request to increase contract pricing must be supported by documentation from the mill demonstrating an increase in cost to the contractor. A price increase will be granted only in the amount necessary to offset documented mill price increases. Contract price increases will not be granted on the basis of any other operating cost increases incurred by the contractor during the contract term.

In the event CSU elects to extend this Agreement for additional terms, contractor may request a price review in accordance with the above paragraph upon notification by CSU of its intent to extend, and again at a six month interval thereafter.

Contractor pricing shall include costs to provide the full range of services contemplated herein, which shall include prompt problem solving and sales/product support to each campus and its major users as required. If after award of an agreement, service falls below the required standards, this may be considered nonperformance, and may result in termination of the Agreement as well as Contractor's removal from consideration as a potential contractor for future solicitations.

17. Reporting Requirements

Contractor shall provide, at no additional cost, product/materials summary reports of product purchases in accordance with specifically established reporting schedules for each participating campus as well as the aggregate for the CSU, to include but not limited to, the following:

- (a) Quarterly and annual reports for all items purchased under this Agreement, showing at minimum, total quantity of each item purchased, unit price, subtotals by product/material type, and total dollars, broken out by participating campus and system-wide.
- (b) Quarterly and annual recaps showing fill rate and on-time delivery, with OSMB and certified DVBE businesses as well as purchase of products made of recycled materials, sorted by product description, stock number and quantity purchased, broken out by participating campus and system-wide.
- (c) Contractor shall make standard and customized reports available to the CSU and participating campuses upon request. Reports shall be submitted by the 15<sup>th</sup> of the month following the close of the reporting period. Prompt and accurate reporting is an essential part of the Agreement.

18. Insurance

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. With respect to General Liability and Errors and Omissions coverage should be maintained for a minimum of five (5) years after Agreement completion.

Coverage shall be at least as broad as:

- a. Insurance Services Officer Commercial General Liability coverage (occurrence Form CG 0001 or Claims Made Form CG 0002).
- b. Insurance Services Office Business Auto Coverage form CA 0001, code 1 (any auto) or code 8, 9 if no owned autos.

- c. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The Campus, its trustees, officers, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations;
- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the campus, its trustees, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the Campus, its trustees, officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it;
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the Insurer except after thirty (30) days prior written notice has been given to the CSU.

The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.

### Recycled Content Certification

To be completed by contractor. The contractor must return the certification to the State agency, with a row completed for each product supplied to the State. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material.

Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Date \_\_\_\_\_

Item/Row Number	Quantity	Unit of Measure	Dollars	Product Description	Product Category <sup>1</sup>	Virgin Content (Percent) <sup>2</sup>	Postconsumer Material (Percent) <sup>3</sup>	Secondary Material (Percent) <sup>4</sup>	Total Percent <sup>5</sup>
									100%
									100%
									100%
									100%
									100%
									100%
									100%
									100%
									100%
									100%
			<b>Total:</b>						100%
			\$ _____						100%

Public Contract Code Sections 10233, 10308.5, and 10354 require all vendors and contractors to certify in writing, under penalty of perjury, to the State agency awarding a contract, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

Public Contract Code Section 12205 (a) requires all State agencies to require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact percentage, of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

Printed Name of Person Completing Form \_\_\_\_\_

Title \_\_\_\_\_

Signature of Person Completing Form \_\_\_\_\_

## Footnotes

1. Product category refers to one of the product categories into which the reportable recycled content product (RCP) purchase falls. For products made from multiple materials, choose the category which comprises most of the product, either by a weight or volume criteria. If the product does not fit into any of the product categories, put "N/A." The product categories and corresponding content requirements are defined as follows:  
**Recycled-content printing and writing papers (PWP)** include copy paper and xerographic papers of all colors, and higher-grade papers such as watermarked and cotton fiber papers. High-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and other uncoated printing and writing paper such as writing and office paper, book paper, cotton-fiber paper (containing 25-75 percent cotton fiber), and cover stock are all included in the PWP category.  
**Recycled steel product** means flat rolled steel products with at least 25 percent of the total weight consisting of secondary and postconsumer material, with not less than 10 percent postconsumer material. Products made with flat rolled steel meeting these content percentages may include automobiles, cans, appliances, and office furniture and supplies.  
**Recycled content product (RCP) for paper products, plastic products, glass products, tires, tire-derived products, compost and co-compost, lubricating oil, paints, solvents,** is defined in PCC section 12200 (SB 1915, 1994) as containing at least 50 percent of the total weight of which consists of secondary and postconsumer material with not less than 10 percent of its total weight consisting of postconsumer material. This definition applies to all product categories which do not have specific statutory definitions.
2. Virgin material content is that portion of the product made from non-recycled material, that is, the material is neither secondary nor postconsumer material.
3. Postconsumer material is defined as "a finished material which would have been disposed of as a solid waste, having completed its life cycle as a consumer item, and does not include manufacturing wastes." This is material such as newspaper that you read and was recycled and then made into recycled content newspaper or some other recycled product. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.
4. Secondary material is defined as "Fragments of finished products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, but does not include excess virgin resources of the manufacturing process." This is material such as newsprint that is trimmed from a roll in the paper plant that is returned to the beginning of the process to make recycled content newsprint. The material (product) did not get to the consumer before being recycled.  
Secondary material does not include postconsumer material. For example, if a printing and writing paper contained 20 percent postconsumer material, you would indicate 20 percent in the postconsumer column and 80 percent in the virgin column. If the product had 40 percent secondary material and 20 percent postconsumer material, you would indicate 40 percent in the secondary column, 20 percent in the postconsumer column, and 40 percent in the virgin column. To meet the 50/10 content requirement of another product category, the product would contain 50 percent recycled content (40 percent secondary and 10 percent postconsumer material) and 50 percent virgin material.
5. The sum of the virgin column, the postconsumer column, and the secondary column must equal 100 percent.  
**Note:** Products that are made from multiple material types should be reported in the product category of the material type representing most of the product. The amount of material used in the product can be measured by weight or volume. If, for instance, a chair is made from steel, aluminum, and plastic and most of the material, either by weight or volume, is plastic, report it as a plastic product. If, however, most of the product, either by weight or volume, is steel, report the purchase as a steel product.

## Exhibit A -- PROCUREMENT AND SUPPORT SERVICES OFFICERS FOR THE CALIFORNIA STATE UNIVERSITIES

Michael S. Williams, Director  
Procurement  
**CALIFORNIA STATE UNIVERSITY,  
BAKERSFIELD**  
9001 Stockdale Highway  
Bakersfield, California 93311-1099  
(661) 664-3183

Art Flores, Associate Vice President  
Administrative Services  
**CALIFORNIA STATE UNIVERSITY,  
CHANNEL ISLANDS**  
One University Drive  
Camarillo, CA 93012  
(805) 437-8423

Patric Hannemann, Director  
Procurement Services  
**CALIFORNIA STATE UNIVERSITY,  
CHICO**  
400 West 1st St.  
Chico, California 95929-0244  
(530) 898-4441

Emmit L. Williams  
Director of Procurement  
**CALIFORNIA STATE UNIVERSITY,  
DOMINGUEZ HILLS**  
1000 East Victoria Boulevard  
Carson, California 90747  
(310) 243-3799

Dutch Green, Director  
Procurement  
**CALIFORNIA STATE UNIVERSITY,  
FRESNO**  
5150 North Maple, M/S JA 111  
Fresno, California 93740  
(559) 278-2111

Mark Robbins, Director  
Procurement  
**CALIFORNIA STATE UNIVERSITY,  
FULLERTON**  
800 N. State College Blvd.  
Fullerton, California 92834-9283  
(714) 278-2413

Eric Thompson  
Procurement Officer  
**CALIFORNIA STATE UNIVERSITY,  
HAYWARD**  
25800 Carlos Bee Boulevard  
Hayward, California 94542-3021  
(510) 885-3836

Richard Giacolini  
Director, Procurement  
**HUMBOLDT STATE UNIVERSITY,  
1 Harpst Street**  
Arcata, California 95521-8299  
(707) 826-3512

Charles Hughes, Director  
Procurement  
**CALIFORNIA STATE UNIVERSITY,  
LONG BEACH**  
1250 Bellflower Boulevard  
Long Beach, California 90840-0123  
(562) 985-4297

Brian Krizell, Director  
Procurement  
**CALIFORNIA STATE UNIVERSITY,  
LOS ANGELES**  
5151 State University Drive  
Los Angeles, California 90032-8547  
(323) 343-3488

Vineeta Dhillon, Purchasing Manager  
Procurement  
**CALIFORNIA MARITIME ACADEMY**  
200 Maritime Academy Dr.  
Vallejo, California 94590  
(707) 654-1086

Richard Taylor, Director  
Procurement  
**CALIFORNIA STATE UNIVERSITY,  
MONTEREY BAY**  
100 Campus Center  
Seaside, California 93955-8001  
(831) 582-3394

Mary Rueda, Acting Director  
Purchasing  
**CALIFORNIA STATE UNIVERSITY,  
NORTHRIDGE**  
18111 Nordhoff Street  
Northridge, California 91330-8231  
(818) 677-6567

Donald W. Green, Director  
Procurement  
**CALIFORNIA STATE POLYTECHNIC  
UNIV. POMONA**  
3801 West Temple Avenue  
Pomona, California 91768  
(909) 869-3400

Ronald Grant, Director  
Support Services  
**CALIFORNIA STATE UNIVERSITY,  
SACRAMENTO**  
6000 "J" Street  
Sacramento, California 95819-6008  
(916) 278-6014

Kathy Hansen, PSSO  
**CALIFORNIA STATE UNIVERSITY,  
SAN BERNARDINO**  
5500 University Parkway  
San Bernardino, California 92407-2397  
(909) 880-5142

Richard Scharf, Director  
Procurement  
**SAN DIEGO STATE UNIVERSITY**  
5500 Campanile Drive  
San Diego, California 92181-1616  
(619) 594-3540

Pat Piotrowski, Acting Director  
Purchasing & Contracts  
**SAN FRANCISCO STATE UNIVERSITY**  
1600 Holloway Avenue  
San Francisco, California 94132  
(415) 405-3584

Procurement Services  
**SAN JOSE STATE UNIVERSITY**  
One Washington Square  
San Jose, California 95192  
(408) 924-1686

Mathew Roberts, Director  
Support Services  
**CALIFORNIA POLYTECHNIC STATE  
UNIV. SAN LUIS OBISPO**  
San Luis Obispo, California 93407  
(805) 756-2234

Linda Hawkins, Director  
Procurement  
**CALIFORNIA STATE UNIVERSITY,  
SAN MARCOS**  
333 South Twin Oaks Valley Road  
San Marcos, California 92096  
(760) 750-4443

Ruth McDonnell, Director  
Contracts & Procurement  
**SONOMA STATE UNIVERSITY**  
1801 East Colati Avenue  
Rohnert Park, California 94928-3609  
(707) 664-2139

Carol Castillo, Director  
Procurement  
**CALIFORNIA STATE UNIVERSITY,  
STANISLAUS**  
801 West Monte Vista Avenue  
Turlock, California 95382  
(209) 667-3245

Jackie Baird  
CSU Procurement Manager  
**CSU, Chancellor's Office**  
401 Golden Shore  
Long Beach, CA 90802  
(562) 951-4590

Norma Lorigo, Director